

<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>				1. Contract Number		Page of Pages	
						1	4
2. Amendment/Modification Number <b>No. 3</b>		3. Effective Date <b>November 29, 2004</b>		4. Requisition/Purchase Request No.		5. Solicitation Caption <b>Surplus Property – Inventory, Appraisal, and Potential Disposition</b>	
6. Issued by: <b>Office of Contracting and Procurement Human Care Services Group 441 4<sup>th</sup> Street, NW, Suite 700S Washington, DC 20001</b>				7. Administered by (If other than line 6) <b>Office of Contracting and Procurement Personal Property Division 441 4<sup>th</sup> Street, NW, Suite 700S Washington, DC 20001</b>			
8. Name and Address of Contractor (No. street, city, county, state and zip code)      Code _____ Facility _____				X	9A. Amendment of Solicitation No. <b>POPO-2005-R-0001</b>		
					9B. Dated (See Item 11) <b>11/2/04</b>		
					10A. Modification of Contract/Order No.		
					10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
<p style="text-align: center;"><b>Solicitation POPO-2005-R-0001 is hereby amended as described on pages 2 - 4.</b></p> <p style="text-align: center;"><b>THE PROPOSAL DUE DATE OF 2:00 P.M. DECEMBER 2, 2004 ESTABLISHED IN AMENDMENT NO. 2 REMAINS UNCHANGED</b></p> <p style="text-align: center;"><b>ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED</b></p>							
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer  <b>James H. Marshall</b>			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed  <b>11/ 29/04</b>	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

1. Amendment No. 1, page 1, Block 16C. Date Signed

Insert: November 19, 2004

2. Amendment No. 2, page 1, Block 14

Insert: 4 before the word “that”

3. Section C.3.4.3.3.6, Receipt, Distribution, and Removal of Goods, page 15 of the solicitation

Delete: d. Removal of all items by the close of business on the date specified at the time of sale

Insert: d. Provision, communication, and notification of regular, established times available for the removal of purchased property; times to be made available for the removal of purchased property shall be coordinated with the COTR.

4. H.2, page 33

Insert: **H.2.13** The District will provide storage for unsold property.

5. Amendment No. 2, Attachment A, Question No. 56,

Delete: 56. **C.3.4.1 - Is the successful contractor responsible for maintaining the inventory computer records and producing the reports or will DC Staff perform these clerical functions? Is the contractor to perform a physical inventory monthly? Who are all the people who will have access to the items?**

The Contractor’s reporting requirements are described in Section C.3.4.3.5.2 of the solicitation. In addition, as described in Section F.3 of the solicitation, Deliverables, page 22 of the solicitation, the Contractor’s requirements to deliver reports and required deliverables are to the COTR.

Insert: 56. **C.3.4.1 - Is the successful contractor responsible for maintaining the inventory computer records and producing the reports or will DC Staff perform these clerical functions? Is the contractor to perform a physical inventory monthly? Who are all the people who will have access to the items? Who is responsible for any shortages identified?**

The Contractor’s reporting requirements are described in Section C.3.4.3.5.2 of the solicitation. In addition, as described in Section F.3 of the solicitation, Deliverables, page 22 of the solicitation, the Contractor’s requirements to deliver reports and required deliverables are to the COTR.

Regarding conducting a monthly physical inventory of surplus personal property, please see Section C.3.4.1.1, Inventory Accounting, page 9 second paragraph of the solicitation.

The people with access to the inventory will include the District's Personal Property Division staff and the Contractor's designated staff.

The surplus personal property, by virtue of the property location, will remain the responsibility of the District until the buyer of the property takes receipt of the property.

6. Amendment No. 2, Attachment A, Question No. 57

Delete in its entirety

7. Amendment No. 2, Attachment A, Question No. 58, C.3.4.2.1 - Who pays for the "repair, conditioning, cleaning or up-grading" of surplus property? Who decides that these are necessary?

Insert: Please see Section C.3.4.2.1, Inspection, Maintenance, and Enhancements 2<sup>nd</sup> paragraph, 2<sup>nd</sup> sentence, of the solicitation, page 10.

8. Amendment No. 2, Attachment A

Insert the following after Question Number 77:

**78. Will the Contractor have access to any existing asset inventory lists or manifests? If so, in what form will the data be in?**

Please see Solicitation POPO-2005-R-0001, Amendment No. 1, Item Number 2 issued November 19, 2004.

**79. Does the District have an existing list of current commodity codes and/or master category codes?**

No.

**80. Is the Contractor responsible for providing technical equipment for District PPD employees on site, or will the District provide this equipment?**

**No.** Please see Solicitation POPO-2005-R-0001, Amendment No. 1, Item Number 15 issued November 19, 2004.

**81. Does or will the warehouse have Internet access?**

Yes. Please see Solicitation POPO-2005-R-0001, Amendment No. 2, Attachment A, the responses provided to Question Number 22 and 34.

**82. Is use of official space/facilities permitted?**

Yes. Please see Solicitation POPO-2005-R-0001, Amendment No. 2, Item Number 15 issued November 19, 2004.

**83. Will access to inventory/facilities be permitted on weekends?**

No.

**84. How late in the evening may inspections occur?**

Please see Solicitation POPO-2005-R-0001, Amendment No. 2, Item Number 15 issued November 19, 2004.

**85. In the event of a live (on site) auction, will the District provide security for asset protection and collection of proceeds?**

Please see Section C.4.3.3.1, Public Auction, b and d, page 13 and Amendment No. 2, Item Number 12.

**86. Will the District store unsold property until the next auction?**

Please see Solicitation POPO-2005-R-0001, Amendment No. 3, Item Number 3.

**87. What factors will determine the “minimum selling price”, and will it apply to all auction methods?**

Please see Solicitation POPO-2005-R-0001, Amendment No. 2, Item Number 13.

The District’s decision to establish a minimum bid, as described, will be based on the surplus property item/lot, not the disposition method.

**88. What does it mean that a 3<sup>rd</sup> party appraisal shall determine fair market value? For what asset does this apply and what are the implications?**

The solicitation describes the Contractor’s requirement in Sections C.3.2, Provide an Appraisal of the Surplus Personal Property, page 8 and Section C.3.4.2, Inventory Appraisal, page 10 to conduct an appraisal of each item/lot and provide an appraisal of each subsequent item/lot identified by the COTR. In addition, Section H.2.7, page 33 states “The District will notify the Contractor in the event a third party appraisal is obtained for surplus disposal property. The third party’s appraisal shall serve as the item’s Fair Market Value for disposition services.”

It is anticipated that the District will utilize this provision to obtain an appraisal from a third party to establish the Fair Market Value for unique, rare, or specialty type of property.

**89. Will the First Source Employment Agreement need to be completed for any sub contracting?**

Please see Section K.4.1, Employment Agreement, page 43, fourth sentence.